RECENT IMPORTANT DECISIONS

ADOPTION—WHO IS A "CHILD."—Plaintiffs are heirs at law of F., deceased intestate. Defendant is the grantee of one not a natural heir at law of intestate, but who was adopted by the said F., being at the time of his adoption twenty-six years of age. In an action of ejectment, *held,* that the section of the code providing for the adoption of children, uses the word "child" in the sense of relationship and not of infancy; hence one twenty-six years of age is subject to adoption. *Sheffield et al.* v. *Franklin* (1907), — Ala. —, 44 So. Rep. 373.

The right to adopt children has been conferred entirely by statute, and the question as to the meaning of the word "child" has been raised in those states only whose statutes fixed no limit to the age at which heirs could be adopted. The principal case accords with the weight of modern decisions. *Markover* v. *Krauss,* 132 Ind. 297, 31 N. E. 1047, 17 L. R. A. 806, holds that the word "child" includes one having passed his majority, because a child does not cease to be one's child after it has attained its majority. Other cases in point are *In re Estate of Moran,* 151 Mo. 555, 52 S. W. 377; *Collamore* v. *Learned,* 171 Mass. 99, 50 N. E. 518; *Abney* v. *Deloach Adm'r, et al.,* 84 Ala. 399, 4 So. Rep. 757. A few courts, however, place a different construction on the word "child" in statutes of this nature. *Anon,* 1 Wkly. Notes. Cas. 576 (Pa.), holds that courts have no authority to decree adoption where the person sought to be adopted is over twenty-one. The word has been construed as meaning minor child in *Williams* v. *Knight,* 18 R. I. 333, 27 Atl. 210; *In re Moore,* 14 R. I. 38. In the principal case three justices dissent on the ground that "the word 'child' can be and should be held to mean infant—a person under twenty-one years of age."

AGENCY—RATIFICATION—ACT MUST HAVE BEEN DONE AS AGENT—TRUSTS—PRETENDED AGENT AS CONSTRUCTIVE TRUSTEE.—Complainant was the owner of a large tract of coal land. As to two parcels of this land the title was defective owing to irregularities in conveyances. Defendant went to the persons in whom the legal title thus remained, falsely representing himself to be complainant's agent, and obtained from them a conveyance *in his own name,* paying therefor with his own money, and really intending to purchase on his own account. Complainant brings action to compel defendant to convey to it, either on the ground that he was an agent for complainant whose act complainant could and did ratify, or that he was a trustee *ex maleficio* for complainant. *Held,* that complainant may recover on the second ground but not on the first. *Virginia Pocahontas Coal Co.* v. *Lambert* (1907), — Va. —, 58 S. E. Rep. 561.

The reason assigned for the decision against ratification was that there can be no ratification unless the person who did the act purported at the time to act *as agent* for the person who seeks to ratify. Upon this point an interesting question might be made as to what is meant by acting *as agent,* but if we accept the court's conclusion the decision is in accord with the clear